1946. **K** **File No.** A.G.N. Misc/46

Legal **DEPARTMENT** Part I

Examined **E** **BRANCH**

MSM
4-5-52

Subject:—

Miscellaneous Agreements.

Scrutiny of

For subsequent papers pl. see Part II

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Letter.

Subject:-Agreements with the Karnatak Industrial and Plywood Company regarding leases of factory site and plantation area.

To

The Solicitor to Government,
Legal Department, Bombay.

No.33/ 5750 of 45-46. Poona, 20th February 1946.

Ref.:-Correspondence ending with your letter No.6142, dated 1-3-44.

The following amendments to the two subsidiary leases are considered necessary and have been effected.

(a) Lease for factory site.

(i) Clause I (a)(2)

As the amount due will have to be recalculated upto the year of execution of the agreement, the clause has been amended to read -

" It shall further pay the sum of Rs. (Rupees) being the amount due at the above rental from the date it occupied the land to June 30th, - - 194 , the date by which the rental falls due."

The figure arrived at by actual calculation will be entered in the blank space at the time of executing the lease.

(ii) The words " under section 85 of the Indian Forest Act 1927" are added wherever the words "as an arrear of Land Revenue" occur.

(iii) The word "main" is inserted between the words - - 'termination of' and 'agreement' occurring in para 2 of the preamble and lower down in the same insertion the words 'and/or Dharwar' are added after the word 'Supa'.

(iv) The existing insertion in clause VII is amended to read " after the termination of this agreement or of the main agreement entered into by the Company regarding the starting of a factory at Supa and/or Dharwar whichever is earlier".

(b) Lease for plantation area.

Alterations are made in corresponding places as in (a) (ii), (iii) and (iv) above.

As it is necessary to link these two leases with the main agreement they are given a heading as shown below:-

" Subsidiary lease in accordance with clause 20 of the main agreement separately entered into on - by the Karnatak Industrial and Plywood and Manufacturing Company, Ltd."

Two fresh draft leases embodying therein all the - - amendments suggested above are present herewith for final scrutiny and approval along with those previously approved in your letter under reference.

The main draft agreement of the Karnatak Industrial and Plywood Company has been forwarded to you with this office letter No.33/5711 of 22-2-45

SOLICITOR TO GOVERNMENT
IN LEGAL DEPARTMENT
285
27/2

(W.C.de C.Wallis)
Chief Conservator of Forests,
Province of Bombay

No.2366

Legal Department,
Bombay Castle, 28th March 1946.

To

The Chief Conservator of Forests,
Province of Bombay.

With reference to your letter No. 33/5750 dated the 25th February 1946. I have the honour to state that the amendments suggested by you are approved subject to the following remark :-

Section 85 of the Indian Forest Act 1927 provides only for the recovery of penalties and stipulated damages for breach of a covenant as an arrear of land revenue and does not provide for recovery of other amounts following due under the land or instrument executed under the Act. The words "under section 85 of the Indian Forests Act" added in clauses I (a)(1) and III (e) in draft agreement marked A, and in clause III (e) in draft agreement marked B should therefore be deleted.

for Solicitor to Government

Issued
28/3.

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Submitted affirmative

File in Agriculture

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Sch 30/3.